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KELLY BROUGHTON; THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF SAN DIEGO; AFSANEH AHMADI; THE CITY OF SAN DIEGO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BLACKWATER LODGE AND TRAINING CENTER, INC., a Delaware Corporation dba BLACKWATER WORLDWIDE, Plaintiff, v. KELLY BROUGHTON, in his capacity as Director of the Development Services Department of the City of San Diego; THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF SAN DIEGO, an agency of the City of San Diego; AFSANEH AHMADI, in her capacity as the Chief Building Official for the City of San Diego; THE CITY OF SAN DIEGO, a municipal entity; and DOES 1-20, Defendants.	Case No. 08cv0926 H (WMC) **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT** Judge: Hon. Marilyn L. Huff Court Room: 13 **DEMAND FOR JURY TRIAL**

Defendants Kelly Broughton, the Developmental Services Department of the City of San Diego, Afsaneh Ahmadi, and the City of San Diego ("Defendants"), by and through the undersigned counsel, Deputy City Attorney George F. Schaefer, answer the allegations in each paragraph of the Plaintiff's Complaint as follows:

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NATURE OF THE ACTION

1. ADMITTED that the Plaintiff has brought a civil action for the listed causes of actions. Except as expressly admitted, the remaining allegations of Paragraph 1 are DENIED.

2. Plaintiff does not state the identity of the "self-proclaimed activists" referred to in Paragraph 2. The Defendants are therefore without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 2.

3. ADMITTED that the San Diego Mayor and City Attorney were standing for re-election on June 3, 2008 and the City Attorney on May 16, 2008 issued a legal memorandum which stated that the Blackwater project should be subject to further discretionary review. Except as expressly admitted, the remaining allegations of Paragraph 1 are DENIED.

4-6. Page 4 of Plaintiff's Complaint, apparently containing Paragraphs 4-6, has never been served on the Defendants and is not included in the electronic version of the Complaint on file with the Court; therefore, the Defendants are without knowledge and information of what is even alleged in Paragraphs 4-6 sufficient to form a belief as to those averments and on that basis the Defendants deny each and every allegation.

7. DENIED.

8. ADMITTED that Plaintiff is requesting relief from this Court. DENIED that the Plaintiff is entitled to any relief.

JURISDICTION AND VENUE

9. ADMITTED that the Plaintiff has brought a civil action for the listed causes of actions and that this Court has federal subject matter jurisdiction.

10. ADMITTED that this Court also has diversity jurisdiction. The Defendants are without knowledge and information sufficient to form a belief as to whether the Plaintiff's contract with the United States Navy is worth $400 million and on that basis the Defendants deny this allegation.

11. ADMITTED that this Court has supplemental jurisdiction over Plaintiff's state law claims.

12. ADMITTED that venue is proper in the Southern District of California.

13. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 13.

THE PARTIES

14. ADMITTED.

15. DENIED. The Department of Development Services is not an agency; rather, it is a departmental unit of the City of San Diego, a municipality.

16. ADMITTED.

17. ADMITTED.

18. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 18.

19. Plaintiff does not identify the "individuals" in question and substitutes a statement of facts with laudatory statements about itself or its mission. The Defendants are therefore without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 19.

FACTUAL BACKGROUND

20. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 20.

21. Defendants do not have a copy of the alleged contract in question. The Defendants are therefore without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 21.

22. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 22.

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23. Defendants do not have a copy of the alleged contract in question. The Defendants are therefore without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 23.

24. On information and belief, Plaintiff has a very bad reputation based on deceptive or illegal practices involving its business activities, including business transactions with the United States Government; therefore, the Defendants deny that Blackwater is at risk of damaging its reputation because of alleged inability to satisfy contractual undertakings. Furthermore, Defendants do not have a copy of the alleged contract in question. Therefore, the Defendants are without knowledge and information sufficient to form a belief as to the remaining allegations in Paragraph 24 and on that basis the Defendants also deny each and every remaining allegation contained in Paragraph 24.

25. Defendants do not have a copy of the alleged contract between the Plaintiff and the Navy. Therefore, the Defendants are without knowledge and information sufficient to form a belief as to the services required by the Navy and on that basis the Defendants deny the allegation on what services the Navy requires. The remaining allegations in Paragraph 25 are DENIED.

26. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 26.

27. ADMITTED.

28. DENIED. The permit in question was not "granted" but was issued.

29. The Defendants are without knowledge and information sufficient to form a belief as to the contractual discussions between the Plaintiff and Southwest Enforcement, the relationship between the Plaintiff and Southwest Enforcement, and what Plaintiff did to create and prepare for the training classes; therefore, Defendants deny such allegations. The Defendants also deny the remaining allegations of Paragraph 29.

30. Defendants deny that the two permits were "granted" as opposed to being issued. The Defendants are without knowledge and information sufficient to form a belief as to the

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remaining allegations in Paragraph 30 and on that basis the Defendants also deny each and every remaining allegation contained in Paragraph 30.

31. The Defendants are without knowledge and information sufficient to form a belief as to Plaintiff's intended use of the site and whether the Plaintiff performed such a "reasonable investigation" and the results of such an investigation; therefore, Defendants deny such allegations. The remaining allegations in Paragraph 31 are DENIED.

32. DENIED that there has been any "disparate treatment" or that Southwestern College or any vocational institutions engaged in the same uses as the Plaintiffs in Otay Mesa such that they were treated differently by the Defendants.

33. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 33.

34. DENIED that the Plaintiff complied with the SDMC permit and approval requirements. ADMITTED that Defendant Broughton made such public statements, but DENIED that such statements constituted an admission on whether the Plaintiff complied with the SDMC permit and approval requirements.

35. ADMITTED that the Otay Mesa Development District requires a development permit or an exemption from the permit requirement. Each and every remaining allegation in Paragraph 35 is DENIED.

36. DENIED.

37. ADMITTED that SDMC § 1517.0301(a)(8)(A) allows such uses, but DENIED that if the subjects taught by the Plaintiff at its Otay Mesa facility relate to any of the permissible uses, it is necessarily a permissible use.

38. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 38.

39. DENIED.

40. DENIED.

41. DENIED that the Plaintiff never made any effort to conceal is management or control over the Otay Mesa facility. DENIED that every City staff member must have known they were dealing with Blackwater employees. The Defendants are without knowledge and information sufficient to form a belief as to the remaining allegations in Paragraph 41 and on that basis the Defendants also deny each and every remaining allegation contained in Paragraph 41.

42. ADMITTED that the Plaintiff completed the projects for which it obtained permits. ADMITTED that Plaintiff's staff and its contractors met with Defendant Afsaneh Ahmadi at her request and Defendant Ahmadid scrutinized Plaintiff's plans and requested a walk-through of the facility. The Defendants deny each and every remaining allegation contained in Paragraph 42.

43. DENIED.

44. ADMITTED that San Diego's Mayor and City Attorney stood for re-election on June 3, 2008. ADMITTED that during the re-election campaign, citizens have raised concerns about the Plaintiff's intentions at its Otay Mesa facility and the candidates have listened to or responded to the public's concerns. The Defendants are without knowledge and information sufficient to form a belief as to when the Plaintiff intended to open its Otay Mesa facility and therefore deny that allegation.

45. The Defendants are without knowledge and information sufficient to form a belief as to this averment and on that basis the Defendants deny each and every allegation contained in Paragraph 45.

46. ADMITTED that San Diego Councilman Scott Peters ran against the incumbent City Attorney, Michael Aguirre. The Defendants are without knowledge and information sufficient to form a belief as to the remaining allegations in Paragraph 46 and on that basis the Defendants also deny each and every remaining allegation contained in Paragraph 46.

47. ADMITTED.

48. ADMITTED that Exhibit B to the Plaintiff's Complaint contains a true and correct cop of the City Attorney's Memorandum of May 16, 2008. The Plaintiff's characterizations of this Memorandum are DENIED.

49. ADMITTED that Exhibit C to the Plaintiff's Complaint contains a true and correct copy of the letter of May 19, 2008 of Plaintiff's counsel, John Nadolenco. The Plaintiff's characterizations of the contents of this letter, including the alleged validity of the legal conclusions found in the letter, are DENIED.

50. ADMITTED that Exhibit C to the Plaintiff's Complaint contains a true and correct cop of the letter of May 19, 2008 of Plaintiff's counsel, John Nadolenco. The Plaintiff's characterizations of the contents of this letter, including the alleged validity of the legal conclusions found in the letter, are DENIED.

51. ADMITTED that Exhibit D to the Plaintiff's Complaint contains a true and correct copy of the letter of May 19, 2008 of Defendant Kelly Broughton to Plaintiff's Vice President, Brian Bonfiglio. The Defendants are without knowledge and information sufficient to form a belief as to how much time had elapsed after the Plaintiff sent its letter before Broughton's letter was sent and therefore deny that it was less than one hour.

52. ADMITTED.

53. ADMITTED that Exhibit D to the Plaintiff's Complaint contains a true and correct copy of the letter of May 19, 2008 of Defendant Kelly Broughton to Plaintiff's Vice President, Brian Bonfiglio.

54. DENIED.

55. ADMITTED that Exhibit E to the Plaintiff's Complaint contains a true and correct copy of the letter of May 20, 2008 of Plaintiff's counsel, Michael I. Neil. ADMITTED that the City refused to send the Plaintiff its Certificate of Occupancy despite the request for one in the letter. Defendants are without knowledge and information sufficient to form a belief as to what motivated the Plaintiff to send the letter and therefore deny the allegation that it was because the Plaintiff feared its counsel's letter of May 19, 2008 may have crossed with Broughton's letter of May 19, 2008.

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FIRST CLAIM FOR RELIEF

Injunctive Relief Mandate Against All Defendants

56. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

57. DENIED.

58. DENIED.

59. DENIED.

60. DENIED that the Plaintiff is entitled to any relief.

SECOND CLAIM FOR RELIEF

Declaratory Judgment against All Defendants

61. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

62. DENIED that the Plaintiff is entitled to any relief.

63. DENIED.

64. DENIED.

THIRD CLAIM FOR RELIEF

Violation of Section 1983 (Procedural Due Process) against All Defendants

65. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

66. ADMITTED that Plaintiff has sought relief under 42 U.S.C. § 1983 but DENIED that the Defendants engaged in any conduct making them liable under 42 U.S.C. § 1983.

67. DENIED.

68. ADMITTED that the selective quotations from the May 19, 2008 letter are accurate and the City refused to issue a certificate of occupancy for the Otay Mesa facility

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pursuant to the San Diego Municipal Code. DENIED that the City Attorney's analysis was flawed.

69. DENIED.

70. DENIED.

71. DENIED that the Plaintiff is entitled to any relief.

FOURTH CLAIM FOR RELIEF

Violation of Section 1983 (Equal Protection) against All Defendants

72. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

73. ADMITTED that Plaintiff has sought relief under 42 U.S.C. § 1983 but DENIED that the Defendants engaged in any conduct making them liable under 42 U.S.C. § 1983.

74. ADMITTED that the City denied the Plaintiff a Certificate of Occupancy but DENIED that the City Attorney's analysis was flawed. The Defendants are without knowledge and information sufficient to form a belief as to what the Plaintiff's intentions were in using the Otay Mesa facility and therefore deny the remaining allegations

75. DENIED that there are similarly situated businesses, including the Southwestern College and vocational institutions, which have been treated differently than the Plaintiff with respect to the City's application of the discretionary process or CEQA

76. DENIED.

77. DENIED.

78. DENIED.

79. DENIED that the Plaintiff is entitled to any relief.

FIFTH CLAIM FOR RELIEF

Violation of Dormant Commerce Clause against All Defendants

80. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

81. ADMITTED that Plaintiff has sought relief under Article I, § 8, cl. 3 of the United State Constitution but DENIED that the Defendants engaged in any conduct making them liable under Article I, § 8, cl. 3 of the United State Constitution

82. ADMITTED.

83. ADMITTED.

84. ADMITTED that the City denied the Plaintiff a Certificate of Occupancy. The Defendants are without knowledge and information sufficient to form a belief as to what the Plaintiff's intentions were in using the Otay Mesa facility and therefore deny the remaining allegations.

85. DENIED that there are similarly situated businesses, including the Southwestern College and vocational institutions, that have been treated differently than the Plaintiff with respect to the City's application of the discretionary process or CEQA.

86. DENIED.

87. DENIED.

88. DENIED.

89. ADMITTED that Plaintiff sought relief under Article I, § 8, cl. 3 of the United State Constitution but DENIED that the Defendants engaged in any conduct making them liable under Article I, § 8, cl. 3 of the United State Constitution.

90. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

SIXTH CLAIM FOR RELIEF

Violation of Cal. Const., art I, § 7(a) (Procedural Due Process)

against All Defendants

90. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

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91. ADMITTED that Plaintiff has sought relief under Cal. Const., art I, § 7(a) but DENIED that the Defendants engaged in any conduct making them liable under Cal. Const., art I, § 7(a).

92. DENIED.

93. ADMITTED that the City denied the Plaintiff a Certificate of Occupancy but DENIED that the City Attorney's analysis was flawed. The Defendants are without knowledge and information sufficient to form a belief as to what the Plaintiff's intentions were in using the Otay Mesa facility and therefore deny the remaining allegations.

94. DENIED.

95. DENIED.

96. ADMITTED that Plaintiff has sought relief under Cal. Const., art I, § 7(a) but DENIED that the Defendants engaged in any conduct making them liable under Cal. Const., art I, § 7(a).

SEVENTH CLAIM FOR RELIEF

Violation of Cal. Const., art I, § 7(a) (Equal Protection)

against All Defendants

97. The Defendants assert and incorporate by reference the responses set forth in each of the preceding paragraphs as if fully stated here and similarly deny each and every allegation that was previously denied.

98. ADMITTED that Plaintiff has sought relief under Cal. Const., art I, § 7(a) but DENIED that the Defendants engaged in any conduct making them liable under Cal. Const., art I, § 7(a).

99. ADMITTED that the City denied the Plaintiff a Certificate of Occupancy. The Defendants are without knowledge and information sufficient to form a belief as to what the Plaintiff's intentions were in using the Otay Mesa facility and therefore deny the remaining allegations.

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100. DENIED that there are similarly situated businesses, including the Southwestern College and vocational institutions, which have been treated differently than the Plaintiff with respect to the City's application of the discretionary process or CEQA.

101. DENIED.

102. DENIED.

103. DENIED.

104. DENIED.

PRAYER FOR RELIEF

1-6. DENIED that Plaintiff is entitled to any relief.

FIRST AFFIRMATIVE DEFENSE

(FAILURE TO STATE A CLAIM)

Plaintiff's Complaint, and each purported cause of action alleged in the Complaint, fails to state facts sufficient to constitute a cause of action against the Defendants.

SECOND AFFIRMATIVE DEFENSE

(FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES)

Plaintiff has failed to exhaust its administrative remedies.

THIRD AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

Plaintiff's Complaint is barred by the statute of limitations applicable to each and every cause of action pled in the Complaint.

FOURTH AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

The Complaint, and each cause of action alleged in the Complaint, is barred by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

(WAIVER)

Plaintiff has engaged in conduct and activities with respect to the subject matter of the

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Complaint, and each cause of action stated in the Complaint, such that Plaintiff has waived any claims or demands against the Defendants.

SIXTH AFFIRMATIVE DEFENSE

(ESTOPPEL)

Plaintiff has engaged in conduct and activities with respect to the subject matter of the Complaint, and each cause of action stated in the Complaint, such that Plaintiff is estopped from asserting any claims or demands against the Defendants.

SEVENTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 835.4)

The Defendants are immune from liability pursuant to Cal. Gov't Code § 835.4 because the acts or omissions of the Defendants, if any, in creating the conditions complained of by Plaintiff, were reasonable.

EIGHTH AFFIRMATIVE DEFENSE

(ACTS ARE DISCRETIONARY)

The Complaint and each purported cause of action alleged in the Complaint fail to state a basis on which a relief can be granted because the acts sought to be compelled are discretionary in nature, and the Defendants, exercised their discretion properly and without prejudice to Plaintiff. Neither the City, nor the remaining Defendants named in their official capacity, can be compelled to exercise discretionary powers in a particular manner.

NINTH AFFIRMATIVE DEFENSE

(NO ABUSE OF DISCRETION)

Plaintiff's Complaint, and each cause of action alleged in the Complaint, fails to state a basis on which relief can be granted because the Defendants have properly exercised discretion vested in them, and, based upon applicable facts and law, have not abused that discretion.

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TENTH AFFIRMATIVE DEFENSE

(VALID EXERCISE OF POLICE POWERS)

The Defendants are not liable to Plaintiff on the basis that all actions taken by the Defendants were as a result of the City's valid exercise of its police powers as authorized by Cal. Const. Article XI, § 7.

ELEVENTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 818.2)

The Defendants are not liable pursuant to Cal. Gov. Code § 818.2 for any injury caused by adopting, or failing to adopt, an enactment, or by failing to enforce any law.

TWELFTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 818.4)

The Defendants are not liable pursuant to Gov. Code § 818.4 for any claimed injury caused by the issuance, denial, suspension, or revocation of, or by the failure or refusal to issue, deny suspend or revoke, any permit, license, certificate, approval, order, or similar authorization where the public entity, or an employee of the public entity, is authorized by enactment to determine whether or not such authorization should be issued, denied, suspended or revoked.

THIRTEENTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 818.7)

The Defendants are not is not liable pursuant to Cal. Gov. Code § 818.7 for an injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation is negligent or intentional.

FOURTEENTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 815)

The Defendants are not liable pursuant to Gov. Code § 815 for any injury arising out of an act or omission of a public entity, a public employee or any other person, for an injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation is negligent or intentional.

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FIFTEENTH AFFIRMATIVE DEFENSE

(CLAIMS ARE NOT RIPE)

Plaintiff's claims are premature and are not yet ripe for adjudication because Plaintiff has failed to comply with all of the City regulatory processes which are necessary to exhaust Plaintiff's administrative remedies and are necessary conditions precedent to Plaintiff's ability to sue the Defendants for the claims alleged.

SIXTEENTH AFFIRMATIVE DEFENSE

(PLAINTIFF'S WRONGFUL ACTS)

The damages or losses complained of by Plaintiff have been brought about by, or have been caused wholly and solely by reason of the acts, breaches, negligence, and conduct of Plaintiff and/or others, without any unlawful or wrongful conduct whatsoever on the part of the Defendants. Therefore, Plaintiff is barred from any relief or recovery as against the Defendants.

SEVENTEENTH AFFIRMATIVE DEFENSE

(PUBLIC EMPLOYEE IMMUNITY)

A public employee is not liable for an injury caused by his adoption of, or failure to adopt, an enactment or by his failure to enforce an enactment.

EIGHTEENTH AFFIRMATIVE DEFENSE

(GOOD FAITH)

A public employee, acting in good faith and without malice, and under the apparent authority of an enactment that is unconstitutional, invalid, or inapplicable, is not liable for an injury caused thereby, except to the extent that he or she would have been liable had the enactment been constitutional, valid and applicable.

NINETEENTH AFFIRMATIVE DEFENSE

(CAL. GOV'T CODE § 820.4)

Defendant public employees are not liable for their acts or omissions, exercising due care, in the execution or enforcement of any law and are immune under Cal. Gov't Code § 820.4.

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TWENTIETH AFFIRMATIVE DEFENSE

(ADEQUATE REMEDY AT LAW)

The Plaintiff is barred from seeking equitable relief because it has an adequate remedy at law.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(LACHES)

The Plaintiff unreasonably delayed commencement of this action so that its recovery, if any, should be barred or reduced under the doctrine of laches according to proof at the time of the trial.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

The Plaintiff has failed to mitigate its losses, if any, and as a result its claims must be reduced or discharged in their entirety.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(BAR ON SPECULATIVE DAMAGES)

Plaintiff's claimed damages against the Defendants are speculative and therefore may not be recovered.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(PUNITIVE DAMAGES NOT PERMITTED)

The Plaintiff is not entitled to an award of punitive damages on any of its claims because the Defendants did not act with bad faith, evil motive, willfulness, malice or reckless indifference toward the Plaintiff.

WHEREFORE, the Defendants demand a jury trial and pray for judgment as follows:

1. That the Complaint and each cause of action alleged therein be dismissed;
2. That no permanent injunction shall issue and the preliminary injunction be dissolved;
3. For costs of suit incurred herein, including reasonable attorneys' fees; and
4. For such other relief as the Court deems proper.

Dated: August 21, 2008

MICHAEL J. AGUIRRE, City Attorney

By: s/George F. Schaefer

George F. Schaefer
Deputy City Attorney
E-mail: GSchaefer@sandiego.gov

Attorneys for Defendant
City of San Diego

DECLARATION OF SERVICE

I, the undersigned, declare under penalty of perjury that I am over the age of eighteen years and not a party to this action; and that I served the following document:

● **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT**

on the individuals listed below in the manner indicated.

Electronic Mail

I served the following by electronic mail at the e-mail addresses listed below:

- **John Nadolenco**
  jnadolenco@mayerbrown.com,jaustgen@mayerbrown.com
- **Michael Ira Neil**
  mneil@neildymott.com,kmoscinski@neildymott.com

Executed: August 21, 2008 at San Diego, California

s/George F. Schaefer
GEORGE F. SCHAEFER
E-mail: GSchaefer@sandiego.gov